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§ 6; STAT. 8 & 9 VICT., c. 106, § 9. Legislatures are, unfortunately, slow to perceive the necessity of such statutes. See 18 GREEN BAG 426; 19 GREEN BAG 317.

LANDLORD AND TENANT — ASSIGNMENT AND SUBLETTING — SUBLEASE FOR FULL TERM WITH RIGHT OF REENTRY RESERVED. — The plaintiff leased property to a company which sublet to the defendant for the rest of its term, reserving a certain rent and a right to enter if the rent were not paid. The plaintiff sued the defendant as assignee of the lease for the original rent. *Held*, that the plaintiff cannot recover. *Davis v. Vidal*, 151 S. W. 290 (Tex., Sup. Ct.).

A sublease conveying the whole remainder of the sublessor's term and leaving no interest in the land in himself is regarded, at least as between the original lessor and the sublessee, as an assignment of the term. *Hollywood v. First Parish in Brockton*, 192 Mass. 269, 78 N. E. 124. See *Bedford v. Terhune*, 30 N. Y. 453, 458. Of course where there is a reversion in the lessee the whole interest does not pass. But a right of entry is generally held not to have that effect. *Sexton v. Chicago Storage Co.*, 129 Ill. 318, 21 N. E. 920; *Craig v. Summers*, 47 Minn. 189, 49 N. W. 742. That a right of entry is an interest in the land in the nature of a reversion has been given as a reason in some cases for holding it to be devisable. *Austin v. Cambridgeport Parish*, 21 Pick. (Mass.) 215. See *Proprietors of Church in Brattle Square v. Grant*, 3 Gray (Mass.) 142, 148. But by the weight of authority it is a mere personal right, in the nature of a chose in action, to get back an interest which one has conveyed away. *Nicoll v. New York & Erie R. Co.*, 12 N. Y. 121; *St. Joseph & St. Louis R. Co. v. St. Louis, I. M. & S. Ry. Co.*, 135 Mo. 173, 36 S. W. 602. Since for the time being no interest or estate in the land is retained, it seems that the transaction is in substance an assignment. The Statute of *Quia Emptores* creates a similar situation in regard to estates in fee, and it is applied to cases where a right of entry is reserved. See *Doe d. Freeman v. Bateman*, 2 B. & Ald. 168, 170; LEAKE, PROPERTY IN LAND, 2 ed., 170-171, 174. Such a sublease as that in the principal case has been held to be an assignment on the ground that a right of entry cannot exist apart from a reversion, and is therefore void. *Cameron Tobin Baking Co. v. Tobin*, 104 Minn. 333, 116 N. W. 838. But this reasoning seems untenable and unnecessary. *Doe d. Freeman v. Bateman*, *supra*.

MASTER AND SERVANT — DUTY OF MASTER TO PROVIDE SAFE APPLIANCES — SUBSTITUTION FOR LIABILITY. — The plaintiff sued in New York for a negligent injury by his employer occurring on a German vessel in New York harbor. The defendant pleaded a contract of employment made in Germany under a compulsory Workmen's Compensation Act, which provided that the employee should give up his right of action for negligence and instead have recourse to an insurance fund made up by the contributions of employer and employee. *Held*, that this defense is not against the public policy of New York. *Schweitzer v. Hamburg-Amerikanische Packetfahrt Actien Gesellschaft*, 138 N. Y. Supp. 944.

The law of the port rather than the law of the flag must govern all rights arising from the tort in this case. *Geoghegan v. Atlas Steamship Co.*, 3 N. Y. Misc. 224, 22 N. Y. Supp. 749; *Sherlock v. Alling*, 93 U. S. 99. But a foreign contract valid by the *lex loci contractus* may be a defense, unless the recognition of it is open to some special objection by the law of the forum. See 25 HARV L. REV. 385. The enforcement of the contract in New York would not seem to be a denial of due process of law, although the German statute under which the contract was made would perhaps be unconstitutional if passed by the New York legislature. See COOLEY, CONSTITUTIONAL LIMITA-